

Los Angeles County Board of Supervisors

November 8, 2006

Gloria Molina First District

Yvonne B. Burke Second District

Zev Yaroslavsky Third District

> Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors County of Los Angeles

383 Kenneth Hahn Hall of Administration 500 West Temple Street

Los Angeles, California 90012

Dear Supervisors:

Bruce A. Chernof, MD Director and Chief Medical Officer

> John R. Cochran III Chief Deputy Director

William Loos, MD Acting Senior Medical Officer APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. H-700776 WITH FACILITIES DEVELOPMENT, INC.

(1st District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1, substantially similar to Exhibit I, to Agreement No. H-700776 with Facilities Development, Inc. (FDI), for equipment acquisition management and project management services for the LAC+USC Medical Center (LAC+USC) Replacement Facility, effective on the date of Board approval through June 30, 2008, with a maximum obligation of \$917,595.

313 N. Figueroa Street, Suite 912 Los Angeles, CA 90012

> Tel: (213) 240-8101 Fax: (213) 481-0503

> > www.ladhs.org

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign Amendment No. 1 to Agreement No. Honorough leadership, service and education.

Service and education.

Services Agreement with FDI to include equipment acquisition management and project management services for oversight of the equipment staging contractors who will be responsible for assisting County staff with the transition to the new hospital. A Request for Proposals (RFP) process is being conducted to select the

relocation and equipment staging contractors.

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LAC+USC has been authorized to acquire \$113 million in new equipment for the replacement facility. Under Amendment No. 1, FDI will provide equipment acquisition management services to ensure that equipment ordering coincides with the transition schedule. Equipment acquisition services are required due to lead times required by medical equipment manufacturers. In addition, it is necessary to retain expert project management services for managing contractors that will be tasked to relocate thousands of hospital equipment items from existing facilities to the replacement facility as well as newly purchased equipment, in a precise

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manner to meet department needs. This process includes consideration of various factors, such as the department move sequence, equipment/furniture lead time for manufacturing and installation, licensing and certification, and inspection and assembly. This process requires a detailed plan of action and requires staff who are knowledgeable and experienced in conducting this type of work.

FISCAL IMPACT/FINANCING:

For Amendment No. 1, the County's maximum obligation is \$917,595 for a revised maximum obligation of \$2,935,969. From date of Board approval through June 30, 2007, this Amendment includes \$560,620 for equipment acquisition management, project management of relocation and equipment staging contractors, and reimbursable expenses. For Fiscal Year (FY) 2007-08, \$356,975 is included primarily for completing the project management services. Funding is included in the LAC+USC Healthcare Network's FY 2006-07 Final Budget and will be requested for FY 2007-08.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On November 16, 2004, the Board approved a consultant services agreement with FDI for the provision of move transition planning and implementation consultant services. Under the Agreement, FDI is ensuring all activities and issues related to the replacement facility project are identified, coordinated, organized, managed, monitored and executed in the proper sequence and timeframe. The comprehensive replacement facility activities being undertaken include budget consultation, move sequence development, moving company selection coordination, mock patient move coordination, and post occupancy transition planning.

Construction of the replacement facility is expected to be completed in April 2007, with a projected move-in occupancy date in November 2007. On August 22, 2006, the Board approved the equipment list for the LAC+USC Replacement Facility. Under Amendment No. 1, FDI will provide equipment acquisition management services including working with departments/services to ensure the specifications are the most up to date, maintaining a master procurement schedule to ensure all orders are timely, and processing all necessary paperwork to accurately transmit department/service needs for the Internal Service Department's equipment bid process.

This equipment acquisition management work requires expert knowledge of hospital medical equipment, department/service needs, start-up logistics, acquisition operating details, and the ability to manage equipment data to meet the needs of users. LAC+USC initially received budgeted positions to perform these functions, but after considerable effort, concluded that they were unable to recruit staff with the necessary expertise given the limited duration of the project. FDI has the resources to provide this work and is already familiar with relevant issues given existing work on crucial move transition functions at LAC+USC. The Department recommends continued use of FDI in order to leverage the value of work already completed. Furthermore, FDI has coordinated equipment purchases for many acute care-teaching facilities throughout the United States.

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On October 12, 2006, the Department released an RFP for relocation and equipment staging services at the LAC+USC Replacement Facility. The Department expects to select and recommend contractors to the Board by January 2007. Under Amendment No. 1, FDI will provide project management services for the resulting contractors.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit I as to form.

Implementation of Strategic Plan Goals

The action meets the County's Strategic Plan Goals of Fiscal Responsibility and Workforce and Organization Excellence by effectively managing County resources and investing in preserving and protecting the critical public infrastructure.

Consistency with DHS System Redesign

This action meets strategic goals to improve the value (quality and efficiency) of health care provided by DHS and to enhance and protect the health of the residents of Los Angeles County.

CONTRACTING PROCESS:

In November 2004, FDI was selected through a formal open, competitive solicitation process for the move transition planning and implementation consultant services. As the consulting services were underway, it became clear that the County required the operational assistance of FDI to provide equipment acquisition management and project management services. FDI has provided strategic assistance including identifying all the operating resources for performing the equipment acquisition management and project management services. FDI was instrumental in developing the Statement of Work for the contractors to be hired under the recently released RFP for relocation and equipment staging services and has the capabilities to provide expert project management services. Because of the overall efficiency to the project and value to the County in synchronizing these new management services with the management and consulting services provided on an ongoing basis by FDI, Amendment No. 1 is recommended.

It is not appropriate to advertise an Agreement Amendment on the Los Angeles County on-line Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval will permit the County and DHS to properly and accurately acquire, receive and place all equipment into the replacement facility.

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When approved, this Department requests three adopted copies of the Board's action.

Respectfully submitted,

Bruce A. Chernof, M.D. Director and Chief Medical Officer

BAC:ta

FDI_Amend No.1.ta.wpd

Attachments (2)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT AMENDMENT NO.1

1. TYPE OF SERVICE:

The Amendment provides for equipment move-in management services for LAC+USC Medical Center Replacement Facility, which includes equipment acquisition management services and project management services.

2. AGENCY NAME AND CONTACT PERSON:

Facilities Development, Inc. 1707 East Highland, Suite 190 Phoenix, Arizona 85016 Attention: Vincent Alfaro Telephone: (602) 212-7000

3. TERM OF AGREEMENT:

The FDI Agreement became effective on November 16, 2004 through June 30, 2008. Agreement Amendment No. 1 is effective on Board approval.

4. FINANCIAL INFORMATION:

For Amendment No. 1, the County's maximum obligation is \$917,595 for a revised maximum obligation of \$2,935,969. From date of Board approval through June 30, 2007, this Amendment includes \$560,620 for equipment acquisition management, project management of relocation and equipment staging contractors, and reimbursable expenses. For Fiscal Year (FY) 2007-08, \$356,975 is included primarily for completing the project management services. Funding is included in the LAC+USC Healthcare Network's FY 2006-07 Final Budget and will be requested for FY 2007-08.

5. GEOGRAPHIC AREAS SERVED:

First District

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Carolyn Rhee, Project Director LAC+USC Medical Center Replacement Project

7. APPROVALS:

Chief Deputy Director: John R. Cochran III

Contracts Administration: Fred Leaf

County Counsel: Elizabeth Friedman

MOVE TRANSITION PLANNING AND IMPLEMENTATION CONSULTANT SERVICES

AMENDMENT NO. 1

THIS AMENDMENT is made ar	nd entered into this day of, 2006
(the "Effective Date"),	
by and between	County of Los Angeles (hereafter "County"),
and	Facilities Development, Inc. (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MOVE TRANSITION PLANNING AND IMPLEMENTATION CONSULTANT SERVICES", dated November 16, 2004, and further identified as County Agreement No. H-700776 (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to provide for changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, the parties hereto agree as follows:

- This Amendment shall become effective upon the Board of Supervisors' approval.
- 2. Paragraph 1.0, APPLICABLE DOCUMENTS, Sub-paragraph 1.1, INTERPRETATION, of the Agreement shall be amended to read as follows:

- "1.1 Interpretation: The Agreement and Exhibits A-1, B-1, C, D, E1, E2, F, and G attached hereto and incorporated herein by this reference are referred to collectively throughout and hereinafter as the "Agreement." In the event of any conflict or inconsistency in the definition and/or interpretation of any word, responsibility, schedule, and/or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between and/or among this present document and the Exhibits, such conflict and/or inconsistency shall be resolved by giving precedence first to this present document, and then to the Exhibits according to the following priority:
 - 1. Exhibit A-1 Statement of Work
 - 2. Exhibit B-1 Pricing Schedule
 - Exhibit C Business Associate Protected Health Information
 Disclosure Agreement
 - 4. Exhibit D Contractor's EEO Certification
 - Exhibit E1 Contractor Employee Acknowledgment and Confidentiality Agreement
 - Exhibit E2 Contractor Non-Employee Acknowledgment and Confidentiality Agreement
 - 7. Exhibit F County of Los Angeles Contractor Employee Jury

 Service Program Application for Exemption and

 Certification Form

- 8. Exhibit G Safely Surrendered Baby Law"
- 3. Paragraph 3, WORK, of the Agreement shall be amended to read as follows:

"3.0 <u>WORK</u>:

- 3.1 Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A-1.
- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County."
- 4. Paragraph 5, CONTRACT SUM, Subparagraph 5.2 of the Agreement shall be amended to read as follows:
 - "5.2 The Maximum Contract Sum for this Agreement including all applicable taxes, authorized by County hereunder shall not exceed Two Million, Nine Hundred Thirty-Five Thousand, Nine Hundred Sixty-Nine Dollars (\$2,935,969). Notwithstanding such limitation of funds, Contractor shall satisfactorily perform and complete all work specified in this Agreement."
- 5. Paragraph 6, INVOICES AND PAYMENTS, of the Agreement shall be amended to read as follows:

"6.0 <u>INVOICES AND PAYMENTS</u>:

- 6.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-1 Statement of Work and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement. Contractor's payments shall be as provided in Exhibit B-1 Pricing Schedule, and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County's Project Manager. If County's Project Manager does not approve work in writing no payment shall be due to Contractor for that work.
- 6.2 Contractor's invoices shall be priced in accordance with Exhibit B-1 Pricing Schedule.
- 6.3 Contractor's invoices shall contain the information set forth in Exhibit A-1 Statement of Work describing the tasks, deliverables, goods, services,
 work hours, and facility and/or other work for which payment is claimed.
- 6.4 Contractor shall submit the monthly invoices to County by the 15th calendar day of the month following the month of service.
- 6.5 All invoices under this Agreement shall be submitted in duplicate to the following address:

LAC+USC Healthcare Network Expenditure Management 2064 Marengo Street Los Angeles, California 90033

6.6 County Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior

to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by County."

6. Paragraph 9, TERMS AND CONDITIONS, Subparagraph 9.1,
ASSIGNMENT AND DELEGATION, of the Agreement shall be amended to read as follows:

"9.1 ASSIGNMENT AND DELEGATION:

- 9.1.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 9.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest

themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

- 9.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."
- 7. Paragraph 9, TERMS AND CONDITIONS, Subparagraph 9.11,
 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, of the Agreement shall be amended to read as follows:

"9.11 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

- 9.11.1 Responsible Contractor: A responsible Contractor is a

 Contractor who has demonstrated the attribute of
 trustworthiness, as well as quality, fitness, capacity and
 experience to satisfactorily perform the contract. It is the
 County's policy to conduct business only with responsible
 Contractors.
- 9.11.2 Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.
- 9.11.3 Non-responsible Contractor: The County may debar a

 Contractor if the Board of Supervisors finds, in its discretion,
 that the Contractor has done any of the following: (1) violated a

term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

9.11.4 Contractor Hearing Board:

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing.
 After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

- recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in

- ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The

Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors.

The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 9.11.5 <u>Subcontractors of Contractor</u>: These terms shall also apply to Subcontractors of County Contractors."
- 8. Exhibit A, STATEMENT OF WORK, shall be deleted in its entirety and replaced by Exhibit A-1, STATEMENT OF WORK, attached hereto, and incorporated herein by reference. In addition, all references to Exhibit A are hereby revised to Exhibit A-1.
- 9. Exhibit B, PRICING SCHEDULE, shall be deleted in its entirety and replaced by Exhibit B-1, PRICING SCHEDULE, attached hereto, and incorporated herein by reference. In addition, all references to Exhibit B are hereby revised to Exhibit B-1.
- 10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles

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has caused this Agreement to be subscribed by Director of Health Services and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officer, the day, month, and year first above written. has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the date, month, and year first above written.

COUNTY OF LOS ANGELES Bruce A. Chernof, M.D. Director and Chief Medical Officer FACILITIES DEVELOPMENT, INC. Contractor Signature Printed Name Title (AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT

Department of Health Services

Cara O'Neill. Chief

Contracts and Grants Division

ADMINISTRATION:

Ву:

EXHIBIT A-1

AGREEMENT FOR

MOVE TRANSITION PLANNING AND IMPLEMENTATION CONSULTANT SERVICES STATEMENT OF WORK

The Statement of Work outlined below describes the general nature of the work, tasks, or services to be provided by Contractor. The full extent of the work is based on the broad description of services shown below.

1. Scope of Planning

- A. Contractor will meet with the management to refine the transition/occupancy planning consultation scope.
- B. Contractor will review relevant documents, systems, and hospital organization to assess current state and status of current transition activity.
- C. Contractor will work with County to clarify the following issues prior to project start up:
 - Services purchased.
 - Project Staffing (Contractor and Facility).
 - Scheduling (Contractor Activity Schedule).
 - Roles and responsibility of County and Contractor.
 - Reporting channels and requirements.
 - Communication expectations.
 - On-site vs. off-site consultation expectations.
- E. Contractor will provide a well-defined and facility-approved project scope document.

2. Transition Planning Budget Consultation

A. Contractor will meet the management and financial team to discuss County's needs in terms of capturing extraordinary occupancy-related expenses.

- B. Contractor will provide County with sample budget models, resources and formats.
- C. Contractor will work with County to format the information collected internally and make suggestions for additions and modifications.
- D. Contractor will provide County a detailed budgeting guideline.
- 3. Milestone Schedule Development/Planning Infrastructure Development
 - A. Review of any existing occupancy documents prepared by County.
 - B. In-depth interviews with key individuals to identify global issues which cut across all departments including:
 - 1) Contractor Interface (Coordinate with Architect and Contractor).
 - 2) Management and Staff Organization and Staffing.
 - 3) Orientation.
 - 4) Finance and Budget.
 - 5) Medical Staff Relations.
 - 6) Marketing and Public Relations.
 - 7) Licensure and Certification.
 - 8) Policies and Procedures.
 - 9) Hospital Systems: Physical, Operational.
 - 10) Communication Systems: Information Systems (IS) and Telecommunications.
 - 11) Equipment and Furniture (Coordinate with Equipment and Furniture Planners).
 - 12) Supplies and Forms.
 - C. Create a schedule integrating all occupancy-related key activities including Contractor's schedule, equipment and furniture critical dates, regulatory reviews and inspections and budget cycles. The Milestone Schedule becomes the work plan for the duration of the transition process.
 - D. Contractor will develop a planning infrastructure to include:
 - 1) Steering Committee to provide leadership to the Occupancy Planning process and to monitor Milestone Schedule progress.

- 2) Support Services subcommittee to address logistical and building fit-up issues.
- 3) IS/Telecom subcommittee to address low voltage system requirements.
- 4) Patient Care subcommittee to plan patient move and manage patient care issues.
- 5) Orientation subcommittee to coordinate staff, equipment and systems orientation.
- 6) Marketing/Communication subcommittee to plan and manage both internal and external communications including all open house, dedication and publicity activities.
- E. Contractor will provide specialized reference materials and consultation to assist in the development of the facility's public relations/dedication and orientation programs.
- F. Contractor will conduct the initial meeting of each committee and provide

 County with agenda and minute formats as well as recommended format for
 documenting Milestone Schedule resolutions. Schedule change
 methodology, tracking and accountability mechanisms will be provided to the
 organization for their implementation.

4. Move Sequence Development

- A. A walk through of the existing facility to establish general move requirements and challenges presented by each department.
- B. A comprehensive, detailed department move sequence planning questionnaire to reflect the special needs and concerns of the facility.
- C. Move sequence interviews with department managers from relocating departments and support services, as well as the Architect, General

- Contractor and/or Construction Manager to create a draft department level move schedule.
- D. Development and presentation of Department-by-Department Move Sequence for approval.

5. Owner Fit-Up Schedule Consultation

- A. Contractor will conduct a one-day workshop with support and service departments involved in the fit-up of the building post-construction turnover and pre-occupancy. This workshop will outline the time needs, constraints and dependencies between the entities.
- B. Creation of an Owner Fit-up Task Force under the direction of the Support Services Subcommittee. This task force will meet quarterly to refine the fit-up assumptions and activation plans.
- C. Working draft of Owner Fit-up Sequence and Schedule for use of all project team members.
- D. Presentation of Owner Fit-up Schedule and Move Sequence to department heads and other key project team members.

6. Department Move Planning

- A. Contractor will conduct a presentation to Facility Management to communicate the Occupancy Planning goals, process and results.
- B. Contractor will develop a customized comprehensive, detailed department
 Occupancy Planning questionnaire.
- C. Contractor will conduct in-depth Occupancy interviews with department managers and support services to create a draft Department Move Plan for

- each service area and location. These plans will address physical relocation and logistics and operational and personnel issues relevant to preparing the departments to deliver quality patient care from the first day in the new facility.
- Contractor will create a listing of administrative issues and concerns that require rapid Steering Committee attention.
- E. The draft department move plans will be revised, modified and finalized for inclusion in the Occupancy Manual.
- F. Detailed, computerized logistical support documents (flowcharts) will be prepared for each department which identify tasks, responsibility and timeliness for department occupancy activities including:
 - 1) Key department move dates.
 - 2) Area preparation and fit-up activities.
- G. Key service departments will receive a separate and detailed flowchart of the support it will be required to supply throughout the occupancy process. This information serves as the basis for service department manpower planning and scheduling.
- H. All occupancy plans, flowcharts and schedules will be compiled into a centralized Occupancy Manual for use by facility managers.
- Throughout the pre- and post-move period, Contractor will provide the County with Occupancy, Planning consultation related to the execution of the move plans and assistance with problem solving.

7. Moving Company Selection Coordination

Based on the approved move sequence and County needs, Contractor will help develop the Request for Proposals (RFP) for project relocation. This RFP will

include requirements for experience, equipment and manpower necessary to perform a successful relocation.

- A. Contractor will assist in the organization of the pre-bid conference, participation in the vendor walk through of the existing facilities and issue an RFP addendums resulting from those meetings.
- B. Contractor will assist in the analysis of the vendor bid responses and provide recommendations for facility management review.
- C. Contractor will participate in the meetings with the selected mover(s) to insure coordination with the occupancy plans and schedules being developed by Contractor.

8. Mock Patient Move Coordination

- A. Contractor will meet with the ambulance/transportation company selected by the facility to coordinate vehicle usage for the move.
- B. Contractor will lead the first Mock Patient Move, and be present for Contractor during the second.
- Contractor will provide challenging move scenarios based on our past experience.
- Contractor will conduct a post mock debriefing with all participants and provide a summary of lessons learned.
- E. Contractor will guide patient move teams in countdown preparation for the patient move with:
 - 1) Move Team Assignments.
 - Census Assessment.
 - 3) Patient Triage.
 - 4) Transport Method Designation.

- 5) Patient Vehicle Assignment.
- F. Contractor will provide Electronic Patient Tracking Program to be used for patient move.

9. Occupancy Committee Contractor and Support

- A. Contractor will support the Occupancy Planning Committee structure put into place. This structure would typically include a Transition Steering Committee supported by Support Services, Patient Care, IS/Telecom,

 Marketing/Communications and Orientation subcommittees. Specialized committees and/or workgroups can be added to meet the particular needs of each facility.
- B. Contractor will attend key committee meetings on a monthly basis to provide guidance and direction to the groups. Interim meeting progress will be assessed by the Contractor through meeting minutes and phone consultation.
- C. Contractor will provide County with sample minute and agenda format as well as other suggestions for smooth committee management.
- D. Contractor will provide County with specialized reference materials; samples and consultation to assist each of the committee accomplish its specific goals (i.e. development of the facility's dedication and orientation programs.)
 Sample written programs, peer contacts and Contractor's personal experience will be shared.
- E. Contractor will assist in the start-up and development of a Patient Care

 Committee to address the patient move. Contractor will provide nursing

 management with the tools, samples, information, and support necessary to

plan and implement a smooth start-up of patient care services in the new departments. Both the progress of the Patient Care Committee and the resultant Patient Move Handbook, prepared by the Committee, will be reviewed and monitored by Contractor for completeness.

F. Contractor will provide additional reference materials and limited research on topics requested by the committees.

10. Post Occupancy Transition Planning

- A. Throughout the transition planning for the LAC+USC Medical Center

 Replacement Project (Replacement Project) departments, a list will be kept of

 departments and services not accommodated in the new plan.
- B. For the time period of the main move, it will be determined if these departments will stay where they are or move to temporary space either vacated by others or in another location.
- C. The basic transition planning for the Replacement Project will address how the service/departments not moving will support and/or interact with the moving departments.
- D. Contractor will work in conjunction with another Contractor selected by County. This Contractor will develop the functional and space program for the 'homeless' departments or services.
- E. Permanent homes for the non-accommodated and partially-accommodated programs/ services will be determined by County in conjunction with the Contractors.

F. Transition planning for those departments will be handled under a separate schedule and contract from the Replacement Project.

11. <u>Equipment Move-In Management – Equipment Acquisition Support</u>

- A. Throughout the duration of the project, Contractor will provide equipment acquisition management services.
 - 1) Contractor will validate, with the appropriate departments/services, the equipment list, by line item, to ensure that the equipment specified is the most current and up to date model available (including needed options and accessories) and to ensure that there are no omissions in the listing based on Contractor's expertise on needs of a fully functioning up to date facility.
 - 2) Contractor will provide the departments/services with specifications of the most up to date models (including needed options and accessories) that would fit in the designed areas.
 - 3) Contractor will create and maintain a department/service budget summary, based upon the validated equipment list to verify the appropriate dollars for the project.
 - 4) Contractor will provide weekly reports to the Medical Center on department/service equipment expenditures, including identifying any department/service equipment need or acquisition processing issues, and status of resolution efforts.
- B. Contractor will develop a Responsibility Checklist, based upon County's Policies and Procedures and the Construction Schedule, to establish accountability for equipment acquisition steps.

- Contractor will develop the Responsibility Checklist in consultation with LAC+USC Medical Center staff, to ensure all required steps will be covered.
- and Procedures and the Construction Schedule.

 Contractor will develop the Paperwork Flowchart in consultation with

 LAC+USC Medical Center staff, to ensure that the paperwork (or electronic document) flowchart will specify how and when communication will occur for

C. Contractor will develop a Paperwork Flowchart, based upon County's Policies

- D. Contractor will provide all of the procurement paperwork for all project equipment acquisitions in accordance with County's Policies and Procedures. Contractor will ensure that all procurement paperwork meets

 County/LAC+USC Medical Center's specified payment terms, purchasing protocol and normal business practices as defined. This procurement paperwork will include any follow-up required due to equipment warranty/replacement claims following department/service checkout of the equipment.
- E. Contractor will adhere to the Master Procurement Schedule.

meeting equipment acquisition requirements.

- Contractor will create the Master Procurement Schedule based upon the construction schedule.
- 2) Contractor will maintain the Master Procurement Schedule and regularly report budget and schedule variances. Reporting and communication will increase in frequency as project deadline closes and as the Medical Center requests.

- Contractor's Master Procurement Schedule will be the document of record for all procurement activity.
- F. Contractor will provide any of the RFQ Process Paperwork under an agreed format as specified by County's Internal Services Department (ISD)/Purchasing Agent.

Contractor will coordinate department/service needs with RFQ Process

Paperwork to provide necessary information in the specified format for ISD to obtain the bids needed for each piece of specified equipment.

- G. Contractor will develop and submit completed Requisitions to ISD.
 - Contractor will submit Requisitions for the equipment/furniture to ISD in accord with County's Policy and Procedures regarding the Requisition process.
 - Contractor will submit Requisitions in accordance with the Master
 Procurement Schedule.
- H. Contractor will track and expedite orders as needed to meet the County's deadlines.
 - Contractor will communicate with the vendors to identify actual delivery dates to meet the required timeframes to meet the opening date for the new facility.
 - Contractor will notify LAC+USC Medical Center of discrepancies to the Master Procurement Schedule.

 At the end of the project, Contractor will provide a complete record of all equipment procurement documentation in an easy to retrieve manner.
 Contractor will provide retrieval by PO#.

12. Equipment Move-In Management – Project Management Services

- A. Contractor will provide Project Management Services for County's third party vendor(s) for Relocation and Equipment Staging Services as described in Attachment A (RFP Sample Statement of Work for Relocation and/or Equipment Staging Services).
 - 1) Contractor will manage the County's Relocation and/or Equipment
 Staging Services vendor(s), who will provide the move services from
 current facilities to the new facility and/or equipment
 receiving/warehousing and assembly/delivery services.
 - 2) Contractor will provide training to County's Relocation and Equipment Staging Services vendor(s) to ensure their employees will be provided with guidance on how to behave and how to perform on moves/deliveries to County premises.
- B. Contractor will provide monitoring of the operation of an off-site equipment receiving and staging warehouse services (provided by Equipment Staging Services vendor) from approximately February to November 2007.
 - Contractor will develop the policy and procedures that will be followed explicitly during all receiving and staging warehousing activities.
 - Contractor will ensure that the Equipment Staging vendor adheres to all established policy and procedures.

C. Contractor will ensure that for all capital equipment received, the Equipment Staging vendor will provide information necessary for County staff to conduct asset tagging and equipment information entry into County's asset management program.

Contractor will work with LAC+USC Medical Center staff and Equipment Staging Services vendor to ensure all capital medical equipment received and installed at the jobsite is properly tagged and entered into the County's asset management program.

- D. Contractor will ensure damage claims against the Relocation and Equipment
 Staging Services vendor(s) will be promptly addressed and resolved.
 Contractor will communicate and document all damage claims to the
 Materials Management Department for proper documentation purposes.
- E. Contractor will assist to ensure billing discrepancies will be promptly resolved.
 - Contractor will provide the initial review of all invoices to ensure proper billing.
 - Contractor will coordinate with the Invoice Processing Department to resolve any billing discrepancy as quickly as possible.
- 13. Equipment Move-In Management Final Equipment Placement Services
 - A. Contractor will develop a Detailed Plan of Activity to place equipment in its final location.

Contractor will regularly update and communicate the Detailed Plan of Activity as established in the policies and procedures.

- B. Contractor will provide monitoring of the Relocation vendor selected by the County to move existing equipment from old building into the Replacement Facility.
- C. Contractor will perform a Punch List Inspection for the new building prior to opening to ensure completeness.
 - Contractor will conduct walk throughs (at a minimum of 2) of all areas in the new facility with the County staff and Relocation and Equipment
 Staging vendors to ensure proper placement and location of all equipment and furniture.
 - 2) Contractor will advise LAC+USC of the status of each room, as it relates to medical equipment/furniture.

14. Reimbursables

Reimbursables shall be paid based upon completion of the reimbursable service.

These shall include, but not be limited to:

- Travel expenses, including air fare, hotel, and car rental.
- Reproductions of reports, manuals, and other documents furnished or required by the County.
- Mail services for documents required by the County.

Contractor agrees that all travel reimbursement expenses as described in this Agreement shall be limited to the travel expense categories (e.g., airfare, hotel, meals, and car rental) and rates allowed by County for its employees in accordance with County Policy and Los Angeles County Codes. Contractor shall submit a travel request plan and a related expenditure request for approval to County's Project Manager in writing, within no less than ten (10) days before any planned travel. Any travel expense exceeding the rates allowed by County for its

employees or not previously approved by County's Project Manager shall be the responsibility of the Contractor and not that of County.

In addition, Contractor agrees that all reproduction expenses as described in this Agreement shall be limited to the rates allowed by County in accordance with County Policy. Contractor shall submit a reproduction request for approval to County's Project Manager in writing, before any planned reproduction. Any reproduction expense exceeding the rates allowed by County or not previously approved by County's Project Manager shall be the responsibility of the Contractor and not that of County.

15. Supplemental Services

Only County may request Supplemental Services. Any such requests shall require approval by County's Project Director in writing, within no less than ten (10) days before any planned Supplemental Services.

- A. Presentations to County top officials including Board of Supervisors, Project
 Advisory Committee, Department of Health Services Leaders, Hospital
 Groups, Physicians, and others.
- B. Coordinate move planning for those departments/services that can not be accommodated in the new facility. This will include move sequence analysis and department move planning.
- C. Conduct a 3rd mock patient move.
- Attend additional committee/department meetings and/or other meetings related to the move transition as determined by County.

- E. Assist in special projects and/or conduct research of various topics at the discretion of County.
- F. Perform other undefined tasks deemed necessary by County.

EXHCD2918-A-1:TA 10/23/2006

Attachment A - (RFP Sample Statement of Work for Relocation and/or Equipment Staging Services)

RELOCATION AND EQUIPMENT STAGING SERVICES (FOR CONTRACTOR PROVIDING BOTH RELOCATION AND EQUIPMENT STAGING SERVICES)

February 1, 2007 through January 31, 2008 (Approximate Period)

- 1. <u>Objective:</u> This Statement of Work (SOW) describes relocation services to move equipment and furnishings from existing facilities to the replacement facility and equipment staging services to receive/warehouse and assemble/deliver new equipment into the LAC+USC Medical Center's replacement facility (Replacement Facility) for the Los Angeles County (County) Department of Health Services (DHS) for the approximate period February 2007 through January 2008.
- Description of New Facility, Construction Site, Existing Facilities & New Equipment: The County is currently constructing a 600-bed hospital to replace the existing General Hospital and Women's and Children's Hospital. The relocation from the existing buildings to the new facility is expected to take place in the Fall of 2007. A Transition planning team has been assembled to plan and coordinate the move from the existing facilities to the new buildings. This team is developing plans, which include Attachment A (Equipment and Furnishings to be Moved from Existing Facility Areas to Replacement Facility), Attachment A1 (Schedule of Existing Facility Area Moves), Attachment A2 (Department Move Sequence), Attachment B (New Equipment and Furnishings to be Staged for the Replacement Facility). Facilities Development, Inc. (FDI) is the occupancy planning consulting group, which has been hired by LAC+USC Medical Center to direct the transition planning process.

The new facility will operate as a tertiary-level medical center in four (4) buildings with a 600 bed, eight (8) story inpatient tower (IPT), a five (5) story diagnostic and treatment services center (D&T), a seven (7) story outpatient specialty services clinic (OPT), and a central plant (See Appendix H – Facility Site Plan). The Inpatient Tower, the D&T Building, and the Outpatient Tower will be connected on four (4) levels. Access to the dock areas is limited by dimensions of surrounding driveways and streets. Vendors will have access to five (5) elevators in the existing Women's and Children's Hospital and thirteen (13) elevators in the existing General Hospital. In the new facility, vendors will have access to six (6) elevators in the Inpatient Tower, two (2) elevators in the D&T Building and four (4) elevators in the Outpatient Tower.

The site of the replacement facility is located in the Southeast area of the hospital campus. Construction excavation and other activities began in March 2003 and construction is to be completed between April 26, 2007 and June 5, 2007. The new facility is expected to be fully operational later in 2007. A descriptive site plan for the new facility is provided in Appendix H – Facility Site Plan.

The Contractor will be required to make the move with minimal disruption of services to patients. The patient move is expected to take place November 9-10, 2007. There is a possibility of a phased move, with the Outpatient Department (OPD) relocation taking place one (1) month early. Average daily census of the Medical Center is currently 650 – 700. Efforts will be made to suppress the census as much as possible for the move. Relocation of existing departments will take place over a three (3) to six (6) week period.

The LAC+USC Medical Center is composed of 50+ buildings on an 84-acre campus just 5 minutes east of downtown Los Angeles. The 4 major buildings on the campus that will require transition activity are General Hospital (1,494,627 sq. ft.), Women's and Children's Hospital (391,290 sq. ft.), Outpatient Clinic (235,480 sq. ft.) and the Interns/Residents Dorm (142,448 sq. ft.). The remaining campus structures are a multitude of smaller buildings and trailers that contain a broad variety of services and programs that supports this medical center. Out of the large number of smaller buildings/trailers, approximately only twelve (12) will require transition activity.

The County is procuring 20,000 equipment and furnishing items at a cost of \$85.0 million for the new 600-bed hospital as listed on Attachment B (New Equipment and Furnishings to be Staged for the Replacement Facility). Attachment B is a best estimate of the equipment listing and can be used for bidding purpose, but it is likely that Attachment B will be updated for the negotiated contract. As indicated on Attachment B, some items can be delivered directly to the Replacement Facility. The remaining items must be staged at an off-site warehouse facility and assembled/warehoused/delivered to the Replacement Facility when the new facility is ready to receive the items. Off-site warehousing requirements are anticipated to begin in February 2007 and delivery to the on-site Replacement Facility estimated to be in May – September 2007.

1. Scope of Work:

- a. Relocation Services: The Contractor will provide relocation services for the equipment and furnishings as detailed in Attachment A (Equipment and Furnishings to be Moved from Existing Facility Areas to Replacement Facility), in accordance with a schedule as detailed in Attachment A1 (Schedule of Existing Facility Area Moves) and Attachment A2 (Department Move Sequence), subject to County Change Notices, as defined below. The services to be provided by the Contractor include project management, move coordination, move supplies, move tracking, moving and any other services to complete the tasks and deliverables described in this Statement of Work.
- b. Equipment Staging Services: The Contractor will provide equipment staging services for the new equipment and furnishings detailed in Attachment B (New Equipment and Furnishings to be Staged for the Replacement Facility), with some equipment to be received directly on-site at the Replacement Facility, and if necessary, assembled on-site, and some equipment to be received off-site at the Contractor's warehouse for storage/assembly until County schedules delivery to the Replacement Facility. The Contractor will provide all of the services set forth in this Statement of Work. The services to be provided by the Contractor include project management, staging coordination, equipment receiving, warehousing, assembly, and delivery and any other services to complete the tasks and deliverables described in this Statement of Work.

- 4. <u>County's Project Director and County's Project Manager</u>: The County's Project Director will be Carolyn Rhee, LAC+USC Replacement Project Manager, or her designee. The County's Project Manager will be Lori Reed, FDI, or her designee. The County's Project Director will request and approve Contractor's project deliverables. The County's Project Manager will ensure County requirements are being met by Contractor.
- 5. Contractor's Project Manager and Project Supervisors: The Contractor's Project Manager will ensure County requirements are being met by Contractor. The Contractor must specifically designate in writing a Project Manager and Supervisor to serve as the liaison with the County and to oversee their crews on a daily basis. This Project Manager will serve as the liaison with the County. The County reserves the right to approve and/or reject the Project Manager or Supervisor designated to work with the County. During the actual move, the Contractor shall keep the same Project Manager and Supervisor on the job from the beginning to the end of each phase, except to the extent illness or injury makes such continuity impossible.

6. <u>County's Responsibilities:</u>

- a. <u>Relocation Services</u>: County will maintain a contact listing of Move Coordinators for each existing facility area undergoing moves to the Replacement Facility. In Contractor's performance of Relocation Services, the County will have its personnel available during the move at both the existing and new locations to assist movers in locating items and directing movers to locations during the entire move operation of each department.
- b. Equipment Staging Services: County will maintain a contact listing of Equipment Coordinators for each Replacement Facility area receiving new equipment in the Replacement Facility. Each Equipment Coordinator is available to meet with Contractor's Project Manager to answer any questions regarding the Replacement Facility area receiving new equipment and furnishings and conduct walk throughs of the Replacement Facility area. Any discrepancy in the equipment items to be relocated must be communicated to the County's Project Manager or his/her designee for resolution and direction.

7. Definitions:

Construction Completion Date: As defined here, Construction Completion Date means the actual date when the building is turned over to the County and the County may be authorized to commence Contractor relocation, on-site receiving, or delivery services for the Replacement Facility. At this time, County anticipates the actual Construction Completion Date to be sometime between April 26, 2007 and June 5, 2007. The County will have approximately 180 days to prepare the buildings, anticipating the state licensing process to begin in September 2007. The Construction Completion Date will be the key date for the Contractor to commence reporting successful relocation, on-site receiving, or delivery performance to County's Project Director and to commence billing for these deliverables.

<u>Warehouse Storage Start Date:</u> As defined here, Warehouse Storage Start Date means the actual date when the first new equipment or furnishing item is received at Contractor's Warehouse and storage commences. The Warehouse Storage Start Date will be the date for Contractor to commence charging for storage fees.

Change Notice: As defined here, Change Notice means a County written notice to Contractor that changes are being made to Attachment A (Equipment And Furnishings To Be Moved From Existing Facility Areas To Replacement Facility), Attachment A1 (Schedule of Existing Facility Area Moves), Attachment A2 (Department Move Sequence), or Attachment B (New Equipment and Furnishings to be Staged for the Replacement Facility) so that the Contractor can update its work plan and project schedules accordingly.

<u>Change Order:</u> As defined here, Change Order means a County written request to Contractor that due to significant changes in work for the Contractor, County is requesting Contractor to perform Optional Relocation Services or Optional Equipment Staging Services based on a quote received from the Contractor.

CONTRACTOR RESPONSIBILITIES:

I. RELOCATION SERVICES:

1. Task#1 – Provide Project Management for Relocation Services: Contractor shall prepare a Relocation Services Work Plan and Project Schedule. This work plan must include Contractor scheduling of all Contractor resources to meet County schedules for County review and written approval. Contractor will provide a roster (name/job title) for manpower resources allocated to this project. The Project Manager must work closely with the County to develop move schedules, move routes, discuss quantity of work necessary for each phase of the move and other move-related activities/functions. The Contractor's Project Manager will work closely with the County's Project Manager and provide for a central point of contact for all departments.

Contractor's Project Manager will meet with each County Move Coordinator to answer any questions regarding the existing facility area equipment and furnishings to be moved and walk through the existing facility area. Any discrepancy in the equipment items to be relocated must be communicated to the County's Project Manager or his/her designee for resolution and direction.

The Contractor's Project Manager will be available to meet with County's Project Director and/or County's Project Manager each week during the move-in.

Contractor's Project Manager will provide weekly status reports on the move-in progress including moves scheduled for the week, moves performed during the week, and moves delayed with explanation for all delays. Contractor's Project Manager will also provide updated Work Plan and Project Schedules at weekly meetings for executive updates.

- 2. <u>Deliverable #1 Complete All Project Management Tasks for Relocation Services:</u>
 Contractor shall successfully perform all project management tasks, as determined by County.
- 3. <u>Task #2 Provide Relocation Services:</u> Contractor shall perform the physical transfer of all designated existing furniture, medical equipment, non-medical equipment, and other contents of existing departments moving from their current locations to their new locations as detailed in Attachment A (Equipment and Furnishings to be Moved from Existing Facility Areas to Replacement Facility), in accordance with a schedule as

detailed in Attachment A1 (Schedule of Existing Facility Area Moves) and Attachment A2 (Department Move Sequence), subject to County Change Notice. The Contractor is required to make the move with minimal disruption of services to patients. The patient move is expected to take place November 9-10, 2007.

Contractor shall provide these services with the following flexibility, supervision, equipment, supplies, vehicular capacity, minimum property and worker's compensation insurance, disposal of waste, and electronic tracking:

- <u>Time/hours flexibility:</u> This move will require consecutive days, night and weekend work, inclusive of holidays, in order to complete this project within the required timeframe.
- The Supervisor shall always be on-site whenever any activity occurs involving their employees.
- Provide handling, transport, and communications equipment.
- Provide boxes and packing supplies for relocation.
- Demonstrated equipment and vehicular capacity.
- All the insurance coverage requirements as set forth in Paragraph 9.23 (Insurance Coverage Requirements) of the Agreement.
- Daily disposal of all packing materials and any other trash accumulated at the new facility as a result of the move – includes removal from County's property.
- Electronic documentation, reporting and transmission of move activities to be coordinated with County's Project Manager at 24 hours a day, 7 days a week.
- 4. Deliverable #2 Successfully Perform All Relocation Services: To perform these Relocation Services, all Attachment A items must be relocated during the move-in period starting on the Construction Completion Date. Contractor shall report the percentage of items relocated (from all Attachment A items) during the Month 1 following the Construction Completion Date, and during each Month, thereafter, until 100% of all Attachment A items have been moved. To determine whether Contractor has successfully performed all Relocation Services as described in this Task and Statement of Work, a final walk through will be conducted with Contractor's Project Manager to develop the Final Walk Through Punch List for Attachment A items. When all Final Walk Through Punch List items have been completed, Contractor will have successfully performed all Relocation Services, as determined by County. County shall approve completion of all Final Walk Through Punch List items in writing.
 - a. Sub-Deliverable #2.1.1 Successfully Perform Relocation Services for Month 1:
 - b. <u>Sub-Deliverable #2.1.2-2.1.X Successfully Perform Relocation Services for</u>
 Month 2 through Month X:
 - c. <u>Sub-Deliverable #2.2 Successfully Perform All Final Walk Through Punch List Items for Relocation Services</u>:
- 5. Task #3 Provide Optional Relocation Services: Following the County issuance of Change Notices to add items to Attachment A (Equipment and Furnishings to be Moved from Existing Facility Areas to Replacement Facility), Contractor will proceed to update its work plan and schedules. If the additional items added to Attachment A represents significant net additional work to Contractor, Contractor may in writing request a Change Order providing its explanation for the request and providing a quote for the estimated

man-hours expected for Worker, Driver and Supervisor (at rates provided for in Exhibit B – Schedule of Payments). County may solely reject the request or elect to use another vendor for the net additional work. If County issues a Change Order to Contractor, the net additional work will be provided by Contractor under this Task #3- Provide Optional Relocation Services. Without exception, the County may not exceed the County's Maximum Obligation under this Agreement through this Change Order.

Contractor will provide the services described under Task #2-Provide Relocation Services for all net additional items described in the respective Change Order.

- Optional Relocation Services, all net additional items added by Change Order must be relocated during the move-in period starting on the Construction Completion Date. Contractor shall report the percentage of items relocated (from all Change Order items) during the Month 1 following the Construction Completion Date, and during each Month, thereafter, until 100% of all Change Order items have been moved. To determine whether Contractor has successfully performed all Optional Relocation Services as described in this Task, the final walk through described under Deliverable #2-Successfully Perform Relocation Services will include under Attachment A all Change Order items added herein.
 - a. <u>Sub-Deliverable #3.1 Successfully Perform Optional Relocation Services for Month 1:</u>
 - b. <u>Sub-Deliverable #3.2-3.X Successfully Perform Optional Relocation Services for Month 2 through Month X:</u>

II. EQUIPMENT STAGING SERVICES:

7. Task #4 – Provide Project Management for Equipment Staging Services: Contractor shall prepare an Equipment Staging Services Work Plan and Project Schedule. This work plan must include Contractor scheduling of all Contractor resources to meet County schedules for County review and written approval. The Project Schedules will include scheduling for two sub-tasks as follows: (1) On-Site Receiving: some of the equipment is received on-site and, if necessary, assembly work is required, and (2) Delivery: some of the equipment is received at Contractor's off-site warehouse and assembled/delivered to Replacement Facility. Contractor will provide a roster (name/job title) for manpower resources allocated to this project. The Project Manager must work closely with the County to develop on-site receiving and delivery schedules, delivery routes, discuss quantity of work necessary for each phase of equipment staging and other staging-related activities/functions. The Project Manager will work closely with the County's Project Manager and provide for a central point of contact for all departments.

Contractor's Project Manager will meet with each County Equipment Coordinator to answer any questions regarding the Replacement Facility equipment and furnishings to be received on-site or delivered and walk through the Replacement Facility area. Any discrepancy in the equipment items to be received on-site or delivered must be communicated to the County's Project Manager or his/her designee for resolution and direction.

The Contractor's Project Manager will be available to meet with County's Project Director and/or County's Project Manager each week during the equipment staging.

Contractor's Project Manager will provide weekly status reports on the equipment staging progress including on-site receiving and delivery scheduled for the week, on-site receiving and delivery performed during the week, and on-site receiving and delivery delayed with explanation for all delays. Contractor's Project Manager will also provide updated Work Plan and Project Schedules at weekly meetings for executive updates.

- 8. <u>Deliverable #4- Complete All Project Management Tasks for Equipment Staging Services:</u> Contractor shall successfully perform all project management tasks, as determined by County.
- 9. Task #5 Provide Equipment Staging Services: Contractor shall perform the placement of \$85 million of new equipment and furniture items detailed in Attachment B (New Equipment and Furnishings to be Staged for the Replacement Facility) with two subtasks as follows: (1) On-Site Receiving: Contractor will perform on-site receiving, including any assembly work commencing following the Construction Completion Date. Contractor will provide on-site receiving, minor assembly, staging, final placement for an estimated period of April December 2007. (2) Delivery: Contractor will perform off-site receiving function as equipment arrives (complete process and work diagrams to be provided prior to commencement). Off-site warehousing requirements are anticipated to begin in February 2007 and deliveries are expected to the hospital location in May September 2007. Contractor may be required to provide up to a 60,000 square foot, climate controlled warehouse for off-site receiving and staging of equipment for an estimated period of Feb. September 2007. The County's use of Contractor's Warehouse Storage will inspected by County's Project Manager from time to time.

Contractor shall provide these services with the following flexibility, electronic documentation and tracking, equipment, vehicular capacity, minimum property and worker's compensation insurance, warehouse security, asset tagging, assembling, delivery, disposal of waste, and working area for clinical engineers:

- Provide on-call delivery as requested.
- <u>Time/hours flexibility:</u> This On-Site Receiving and Delivery tasks will require consecutive days, night and weekend work, inclusive of holidays, in order to complete this project within the required timeframe.
- Provide electronic receiving system available to County's representatives at 24 hours a day, 7 days a week.
- Electronic documentation, reporting and transmission of receiving activities to be coordinated with County's Project Manager at 24 hours a day, 7 days a week.
- Provide handling, transport, and communications equipment.
- Demonstrated equipment and vehicular capacity.
- All the insurance coverage requirements as set forth in Paragraph 9.23 (Insurance Coverage Requirements) of the Agreement.
- Proof of workers compensation and other work liability insurance.
- Provision of security at the warehouse in the form of a monitoring and/or alarm system and procedure to follow in the event of a security breach
- Tagging received items for the purpose of asset tracking and preventative maintenance
- Assembly of basic commodities, including but not limited to shelving, chairs, carts, and modular storage units

- Delivery of all new equipment from the off-site staging areas to final destinations per assigned schedules.
- Daily disposal of all packing materials and any other trash accumulated at the new facility as a result of the delivery or assembly of new equipment – includes removal from County's property
- Provide working area with tables, chairs and electrical outlets for County's clinical engineering staff to conduct inspection and testing of the equipment, if necessary.
- 10. Deliverable #5 - Successfully Perform All Equipment Staging Services: Contractor shall provide Warehouse Storage as described in this Task and Statement of Work on the Warehouse Storage Start Date. Contractor will provide a monthly report on the County's Warehouse Storage use. To perform these Equipment Staging Services, all Attachment B items must be On-Site Received or Delivered during the placement period starting on the Construction Completion Date. Contractor shall report the percentage of items On-Site Received or Delivered (from all Attachment B items) during the Month 1 following the Construction Completion Date, and during each Month, thereafter, until 100% of all Attachment B items have been placed. To determine whether Contractor has successfully performed all Equipment Staging Services as described in this Task and Statement of Work, a final walk through will be conducted with Contractor's Project Manager to develop the Final Walk Through Punch List for Attachment B items. When all Final Walk Through Punch List items have been completed, Contractor will have successfully performed all Equipment Staging Services, as determined by County. County shall approve completion of all Final Walk Through Punch List items in writing.
 - a. <u>Sub-Deliverable #5.1.1 Warehouse Storage Services for Month 1:</u>
 County's Warehouse Storage use for Month1 will be determined by the square foot in use at the end of one month after Warehouse Storage Start Date.
 - b. Sub-Deliverable #5.1.2-#5.2.X Warehouse Storage Services for Month 2 through Month X:

 County's Warehouse Storage use for Month2 will be determined by the square foot in use at the end of two months after Warehouse Storage Start Date. Each subsequent month will be similarly determined.
 - c. <u>Sub-Deliverable #5.2.1 Successfully Perform On-Site Equipment Receiving Services for Month 1:</u>
 - d. <u>Sub-Deliverable #5.2.2 -#5.2.X Successfully Perform On-Site Equipment Receiving Services for Month 2 through Month X:</u>
 - e. <u>Sub-Deliverable #5.3.1 Successfully Perform Equipment Delivery Services for Month 1:</u>
 - f. <u>Sub-Deliverable #5.3.2-#5.3.X Successfully Perform Equipment Delivery</u> Services for Month 2 through Month X:
 - g. <u>Sub-Deliverable #5.4 Successfully Perform All Final Walk Through Punch List Items for Equipment Staging Services</u>:
- 11. Task #6 Provide Optional Equipment Staging Services: Following the County issuance of Change Notices to add items to Attachment B (New Equipment and Furnishings to be Staged for the Replacement Facility), Contractor will proceed to update its work plan and schedules. If the additional items added to Attachment B represents significant net additional work to Contractor, Contractor may in writing request a Change Order providing its explanation for the request and providing a quote for the estimated manhours expected for Worker, Driver and Supervisor (at rates provided for in Exhibit B –

Schedule of Payments). County may solely reject the request or elect to use another vendor for the net additional work. If County issues a Change Order to Contractor, the net additional work will be provided by Contractor under this Task #6- Provide Optional Equipment Staging Services. Without exception, the County may not exceed the County's Maximum Obligation under this Agreement through this Change Order.

Contractor will provide the services described under Task #5-Provide Equipment Staging Services for all net additional items described in the respective Change Order.

- 12. Deliverable #6-Successfully Perform All Optional Equipment Staging Services: To perform these Optional Equipment Staging Services, all net additional items added by Change Order must be On-Site Received or Delivered during the placement period starting on the Construction Completion Date. Contractor shall report the percentage of items relocated (from all Change Order items) during the Month 1 following the Construction Completion Date, and during each Month, thereafter, until 100% of all Change Order items have been moved. To determine whether Contractor has successfully performed all Optional Equipment Staging Services as described in this Task, the final walk through described under Deliverable #5-Successfully Perform Equipment Staging Services will include under Attachment B all Change Order items added herein.
 - a. Sub-Deliverable #6.1 Successfully Perform Optional Equipment Staging Services for Month 1:
 - b. <u>Sub-Deliverable #6.2-6.X Successfully Perform Optional Equipment Staging Services for Month 2 through Month X</u>:

III. ADDITIONAL REQUIREMENTS:

- 13. <u>Character of Work and Workers:</u> Contractor will ensure that the all workers perform the Tasks and Deliverables as follows:
 - a. All employees must conform to LAC+USC policies and procedures.
 - b. Employees, permanent and contract, must have security clearance by the company prior to being assigned to the project.
 - c. Patient confidentiality must be protected at all times
 - d. The County reserves the right to require the removal of any particular worker or workers from the job at its sole discretion
 - e. A strictly professional operation will be insisted upon. LAC+USC maintains a zero tolerance for use of drugs or alcohol in the workplace. Incompetence, carelessness, disrespect to any of the County's staff or contractors will not be tolerated.
 - f. Workers are expected to be neat, clean, and appropriately attired. All employees shall wear a picture identification badge while on the premises
 - g. It is expected that movers shall only take directions from their respective Project Manager and/or Supervisor. Employees of the Contractor shall not under any circumstances take directions from the staff of the medical center.
 - h. The Transition Team will identify one Move Coordinator per department. The Project Manager will work with the Move Coordinators to identify equipment to be moved

- i. Prior to the move of each department (or at an agreed upon time), the Project Manager of the Contractor and the department's designated Move Coordinator shall attend a walk through of the department to review all the items to be relocated. The Contractor will work with each Department Move Coordinator for proper placement of all relocated furniture, equipment and supplies
- 14. Start and Completion: Contractor will perform the Tasks and Deliverables as follows:
 - a. The Contractor will arrive on the scheduled days, on time and relocate specific departments as designated.
 - b. The final schedule is to be determined at County's sole discretion. The County will advise the Contractor of the start date, as far in advance of the move as possible. The County and the Contractor shall establish a detailed flexible work schedule jointly.
 - c. There will be no cost to County as a result of schedule changes.
 - d. Prior to completion and opening, the Contractor's Project Manager and County's Project Manager shall together conduct a visual inspection and punch list of all newly equipped spaces for correctness and completion.
 - e. Completion of all work shall be through mutual inspection and agreement of site by Contractor's Project Manager and County's Project Manager.
- 15. <u>Care of Premises:</u> Contractor will ensure that the all workers perform the Tasks and Deliverables as follows:
 - a. The Contractor shall be responsible for the care of the premises from the time the work is begun until the contract is completed, subject to the rights of the County.
 - b. Contractor shall be responsible, as part of its bid cost, to provide adequate building protection to protect floors, walls, elevator cabs, and any other surfaces which could be damaged by the Contractor's equipment. This will be required in all areas in the new building and in all areas not scheduled for demolition, in the existing building.
 - c. All equipment shall be compliant with all regulatory and safety requirements, safety tests and approved for use in a patient care area.
 - d. The County may reject any moving equipment at its sole discretion.
- 16. <u>Cleaning Up:</u> Contractor will ensure that the all workers perform the Tasks and Deliverables as follows:
 - a. Contractor shall at all time keep the premises free from excessive accumulation of waste material or rubbish caused by his employees or work. The halls, corridors, and other public areas must be cleared no later than the end of each business day, and at all times meet fire codes for building access and egress. All debris and packing material will be removed daily and taken from site.
 - b. At the completion of the work and before acceptance and final payment, the Contractor shall remove all move-related rubbish including cartons and packing materials from and about the building and/or sites and all his tools, equipment, etc. Contractor shall restore and replace in a suitable manner all County's property, including equipment, furniture and supplies, which has been damaged or removed in the performance of this contract.
 - c. A sign-off acceptance form will be executed upon the successful and completed relocation of the facility.

- 17. <u>Repairing Damaged Work:</u> Contractor will ensure that the Tasks and Deliverables are performed as follows:
 - a. All portions of the premises that are damaged in the course of or on account of moving operations shall be carefully and neatly repaired or reconstructed and left in condition satisfactory to the County at the Contractor's expense.
 - b. The County reserves the right to withhold 10% (ten percent) of the total contract amount until all outstanding disputes (if any) are settled.
- 18. <u>Facility Regulations:</u> Contractor will ensure that the all workers perform the Tasks and Deliverables as follows:
 - a. All Contractor personnel must abide by the County's rules and regulations while on-site. These rules and regulations are applicable in the existing facilities, en route to the new facility and in the new facility. These rules include but are not limited to: no smoking, no tobacco chewing, no food or beverages except in authorized areas and noise shall be kept to a minimum. The Contractor and the County will set predetermined breaks and locations and will conduct themselves in a professional manner at all times.
 - b. The Contractor shall only utilize specific elevators and routes as specified by the County during the move activities.
 - c. The Contractor will also follow all safety and security rules on County's facilities.

EXHCD2918-A-1.AttA:TA 10/23/2006

RELOCATION AND EQUIPMENT STAGING SERVICES February 1, 2007 through January 31, 2008 Statement of Work List of Attachments

- A. Attachment A (Equipment and Furnishings to be Moved from Existing Facility Areas to Replacement Facility)
- B. Attachment A1 (Schedule of Existing Facility Area Moves)
- C. Attachment A2 (Department Move Sequence)
- D. Attachment B (New Equipment and Furnishings to be Staged for the Replacement Facility)

EXHIBIT B-1 AGREEMENT FOR

MOVE TRANSITION PLANNING AND IMPLEMENTATION CONSULTANT SERVICES PRICING SCHEDULE

1.0 PRICING SCHEDULE

1.1 FEE SCHEDULE

-	Fiscal Year	FY 04-05	FY 05-06	FY 06-07	FY 07-08	Total
1	Scope Planning	\$18,150				\$18,150
2	Transition Planning Budget	\$62,000				\$62,000
3	Milestone Schedule Infrastructure Development	\$233,000				\$233,000
4	Move Sequence Development		\$167,500			\$167,500
5	Owner Fit-up Schedule Development		\$49,500			\$49,500
6	Department Move Planning			\$346,000		\$346,000
7	Moving Co. Selection Coordination		\$68,775			\$68,775
8	Mock Patient Move Coordination			\$54,250		\$54,250
9	Post Occupancy Transition Planning			\$8,100	\$32,400	\$40,500
10	Occupancy Committee Consultation Monthly	\$33,264	\$136,080	\$133,056		\$302,400
11	Eq. Move-In Management-Eq. Acq. Support			\$455,620	\$35,000	\$490,620
12	Eq. Move-In Management-Proj. Mgt. Svcs.			\$65,000	\$115,000	\$180,000
13	Eq. Move-In Management-Final Eq. Placement Svcs.			\$0	\$160,000	\$160,000
14	Reimbursable	\$34,044	\$53,221	\$121,899	\$54,110	\$263,274
15	Supplemental Services	\$38,806	\$288,345	\$47,353	\$125,496	\$500,000
	Fiscal Year Total	\$419,264	\$763,421	\$1,231,278	\$522,006	\$2,935,969

County may require Contractor, at the request of the County's Project Director, to perform Supplemental Services described in Exhibit A-1 - Statement of Work deemed necessary by County. County may request Supplemental Services anytime throughout the term of the Agreement and Contractor shall invoice and be reimbursed for Supplemental Services in the same manner set forth in the body of the Agreement, Paragraph 6.0, Invoices and Payments.

EXHIBIT B-1

AGREEMENT FOR

MOVE TRANSITION PLANNING AND IMPLEMENTATION CONSULTANT SERVICES

PRICING SCHEDULE

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	Scope			Sequence	Owner Fit-	Dept Move	Selection	Mock Move	Post-Occ	Committee		Supplemental	Procurment	neceive, Install.	Billing	Total pe
Service	Planning	Budget	Milestone	Analysis	Up	Planning	Coord	Coord	Planning	Support	Reimbursable	Services	Management	Warehouse	Amount	Fiscal Ye
Coding	03600	03000	03200	03400	- VP	03400	03400	03400	1 IGHRHHY	Cabbou	Trosmour Subje	30111003	01800	02100	MITOUR	11000110
November-04	\$18,150	\$31,000	00200	03400		03400	03400	03400		 			W 1000	02100	\$49,150	
December-04	\$10,130	000,1C\$							*********		\$8,968				\$8,968	and the same of the same of the
		*****	\$23,300		ļ						90,000				\$23,300	
January-05		***************************************	\$116,500												\$23,300	
February-05		\$31,000	000,001								\$11,658		· · · · · · · · · · · · · · · · · · ·		\$147,500	
March-05		******	\$93,200		************	***************************************			***************************************	642 000	000,116				\$1U4,000	Maria Maria Maria Maria
April-05					ļ			ļ		\$12,096	\$8,042	ļ			\$20,138	
May-05										\$9,072	\$2,688	****			\$11,760	****
June-05										\$12,096	\$2,688	\$38,806			\$ 53,590	\$419,26
July-05										\$9,072	\$2,688				\$11,760	
August-05		***********		\$134,000						\$12,096	\$2,688				\$148,784	
September-05										\$9,072	\$9,186				\$18,258	
October-05				******************						\$12,096	\$2,688				\$14,784	
November-05					\$19,800					\$12,096	\$2,688				\$34,584	
December-05					\$9,900					\$15,120	\$6,551				\$31,571	
January-06				\$33,500	\$19,800					\$12,096	\$2,688				\$68,084	
February-06										\$12,096	\$7,039				\$19,135	
March-06							\$20,633			\$9,072	\$2,688				\$32,393	
April-06							\$27,510			\$12,096	\$2,688				\$42,294	
May-06		***************************************					\$20,632	1		\$9,072	\$8,941				\$38,645	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
June 06										\$12,096	\$2,666	\$228,345			\$303,129	\$763,42
July-06	*****************	****************				902000000000000000000000000000000000000	*****************	**************	Persentantantant	\$9,072	\$2,688	***************************************	***************************************	2200700030000000000	\$1 1,760	
August-06						\$17,300				\$12,096	\$2,688	1	1		\$32,084	*****
September-06				***************************************		\$138,400				\$9,072	\$2,688	-			\$150,160	
October-06			·			\$103,800		1		\$12,096	\$14,340	1	\$128,650	1	\$258,886	
November-06						\$17,300		†		\$12,096	\$7,688		\$112,400	 	\$149,484	
December-06				***************************************		\$17,300		†	 	\$15,120	\$12,564	1	\$78,400	1	\$123,384	
January-07					 	\$17,300		†	 	\$9,072	\$7,688	+	\$35,000	 	\$69,060	****************
February-07					†	\$17,300		†	İ	\$12,096	\$7,688		\$30,620	1	\$67,704	
March-07				***************************************	 	\$17,300	 	\$5,425	 	\$9,072	\$7,688		\$30,550	\$10,000	\$80,035	
April-07			 		t	*********		\$32,550	 	\$12,096	\$18,855		\$20,000	\$15,000	\$98,501	
May-07								\$16,275	\$4,050	\$9,072	\$18,662		\$10,000	\$15,000	\$73,059	
June 07						ł		\$10,E10	\$4,050	\$12,096	\$18,662	\$47,353	\$10,000	\$25,000	\$117,161	\$1,231,3
July-07		 	ł	<u> </u>	†	†	1-2-3-2-3-3-3	†	\$4,050	1 *.2,000	\$10,688	411 1000	\$10,000	\$30,000	\$ 54,738	¥1,000
August-07				ļ	 	ł		 	\$28,350	 	\$8,000		\$10,000	\$30,000	\$76,350	
September-07		 			 	†			1 940,000	-	\$12,447	\$125,496	\$10,000	\$60,000	\$207,943	+
October-07		 			 	 	 	+	 	-	\$8,000	9140,700	\$5,000	\$75,000	\$88,000	
November-07		 		····	 	ļ	 	-	 		\$8,000	·	φυ,υυυ	\$73,000	\$81,000	
December-07					 		 	·			\$4,000		+	\$7,000	\$11,000	ł
January-08					<u> </u>					+	\$2,975	·		φι,,ουυ	\$2,975	\$522,0
					 	 		 	 	+	₩Z,313		+	 	\$0 \$0	#JZZ,U
February-08						 		+			·		·		\$0 \$0	
March-08					 			 	 	+	· 				\$0	!
April-08	\$ 18,150	\$62,000	\$233,000	\$167,500	\$49,500	\$346,000	\$68,775	\$54,250	\$40,500	\$302,400	\$263,274	\$500,000	\$490,620	\$340,000	\$2,935,969	\$2,935,
Total Amount Billed			1	\$167,500	\$49,500		\$68,775	\$54,250	\$40,500	\$302,400	\$263,274	\$500,000	\$490,620	\$340,000	\$2,935,969	Ψ2,3J3;
Amount Allocated	\$18,150	\$62,000	\$233,000	₹107,30U	143,300	\$346,000	100,110	104,200	340,300	1302,400	1203,214	000,000	\$430,0ZU	\$34U,UUU	#Z,333,309	1

EXHIBIT B-1

AGREEMENT FOR

MOVE TRANSITION PLANNING AND IMPLEMENTATION CONSULTANT SERVICES PRICING SCHEDULE

1.4 Contractor shall submit monthly invoices to County in accordance with the billing schedule hereinabove, and as set forth in the body of the Agreement, Paragraph6.0, Invoices and Payments.

2.0 REIMBURSEMENT

- 2.1 Contractor shall submit a monthly invoice, in arrears, together with all supporting details to County for the tasks, deliverables, services, and other work described in Exhibit A-1 Statement of Work.
- 2.2 Contractor will be reimbursed by the County, 30 days after a complete invoice is received, based on a billing schedule for deliverables, services, and other work described in Exhibit A-1 Statement of Work.
- 2.3 All invoices submitted by Contractor for reimbursement must have the written approval of County's Project Manager prior to any reimbursement thereof.

EXHCD2918-1.B-1:TA 10/23/2006